

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS ("the Settlement Agreement") is entered into this 13th day of February, 2015, by and between the Town of Southern Shores, Quible and Associates, P.C., Joseph J. Anlauf, P.E. Environmental Professionals, Inc., George H. Wood, and Thomas Bennett (collectively, "the Parties").

WITNESSETH:

A. The Town of Southern Shores ("the Town") is a body politic and corporate located in Dare County and chartered by the State of North Carolina.

The Town initiated a dredging project whereby certain dredging work would be performed in the Currituck Sound and canals owned by the Town of Southern Shores ("the Project").

B. Quible and Associates, P.C. ("Quible") was hired by the Town as its engineer to consult with the Town on and oversee certain dredging work in the Currituck Sound and canals owned by the Town of Southern Shores ("the Project").

C. Joseph J. Anlauf is a professional engineer, was employed with Quible, and provided engineering services on the Project to the Town on behalf of Quible ("Anlauf").

D. Thomas Bennett was an independent contractor hired by the Town to act as the manager of the Project ("Bennett").

E. Environmental Professionals, Inc. is a North Carolina corporation, and is an environmental consulting firm which was hired by the Town to consult on the Project ("EPI").

F. George H. Wood is a principal with EPI ("Wood").

G. Sampson Contracting, Inc. ("Sampson") was the winning bidder to serve as General Contractor on the Project. Sampson filed suit in Dare County Superior Court at File No. 13 CVS 25 against the Town, Quible, Anlauf, Bennett, EPI, Wood, and others for claims it alleges arise out of the Project ("the Lawsuit").

J. The Parties denied Sampson's claims.

K. The Parties and Sampson settled the Lawsuit, in accordance with the terms and conditions set forth in a written Settlement Agreement ("the Settlement").

L. The Parties wish to settle all claims, disputes, and controversies between them relating to the Project, the Lawsuit, or the Settlement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Mutual Release. The Town, Quible, Anlauf, Bennett, EPI and Wood hereby release, acquit, and forever discharge each other from any and all rights, claims, damages, demands, costs (including court costs), expenses, attorney's fees, and actions of any kind or nature whatsoever, which any of them may have arising out of or in any way related to the Project, the Lawsuit, or the Settlement. The Parties do not, however, release any claims that any of them have or may have against any other party to the Lawsuit.
2. Costs. The Parties will bear their own attorney's fees, costs and expenses incurred in connection with the lawsuit and this Settlement Agreement.
3. Settlement of a Disputed Claim. The Parties hereto recognize that the claims asserted by Sampson and defenses asserted by the Parties are expressly denied by the other, and that each party denies any liability to the other. This Settlement Agreement is a compromise of the lawsuit and disputes existing between the Parties and this Settlement Agreement, any action on the part of the parties hereto or any payment made hereunder shall be deemed as an admission of liability by any of the Parties for any purpose.
4. Entire Agreement. The Parties hereto acknowledge and represent that this Settlement Agreement contains the entire agreement between them regarding the matters set forth herein, and that it supersedes all previous negotiations, discussions and understandings regarding such matters. The Parties hereto acknowledge and represent that they (a) have reviewed the contents of this Settlement Agreement with their counsel, and (b) are relying on their own judgment and the advice of their counsel in executing this Settlement Agreement. All other terms of this Settlement Agreement are contractual in nature, are considered material inducements to the Parties' decisions to enter into this Settlement Agreement, and are not mere recitals.
5. Severability. If any provision of this Settlement Agreement is deemed to be unenforceable by a court of competent jurisdiction, the remaining provisions of this Settlement Agreement shall continue in full force and effect.
6. Applicable Law. North Carolina law shall govern the interpretation and enforcement of this Settlement Agreement without regard to the principles of conflicts of laws.
7. Successors and Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors and assigns, affiliates, shareholders, members, employees and agents.

8. Multiple Originals and Counterparts. This Settlement Agreement may be executed in multiple originals and in separate counterparts, each of which shall constitute an original, and all of which shall constitute the whole Settlement Agreement. Telecopied and/or scanned signatures shall be effective to bind the Parties to this Settlement Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement as of the day and year first above written.

TOWN OF SOUTHERN SHORES

BY: _____
Peter Rascoe
Town Manager

QUIBLE AND ASSOCIATES, P.C.

BY: _____
Warren D. Eadus
President

 RE. 4/13/2015

Joseph J. Anlauf

ENVIRONMENTAL PROFESSIONALS, INC.

BY: _____
George H. Wood
President

George H. Wood

Thomas Bennett

QUIBLE AND ASSOCIATES, P.C.

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Thomas Bennett